#### **SECTION 3: SENIORITY**

#### A. SENIORITY LIST

- Generally, Seniority will be used for bidding monthly flying, upgrading, and filling of vacancies, furlough and recall, vacations, training, Open Time, JA, charter and other flying.
- 2. There will be one Master Pilot Seniority List. The Master Pilot Seniority List will be maintained electronically by the Company and is expressly made a part of this Agreement. The dates shown in the Master Pilot Seniority List will govern regardless of anything else contained herein. The Company will update and make available a revised Master Pilot Seniority List monthly if there have been any additions or deletions to the list.
  - a. A pilot will be permitted a period of thirty (30) days after the monthly posting to protest to the Company any omission or incorrect posting affecting his seniority.
  - b. A pilot on leave at the time of posting will have a period of thirty (30) days from the date of his return to domicile during which to file such protest.
  - c. Grammatical or typographical errors may be corrected at any time.

# B. ESTABLISHMENT, USE AND RETENTION OF SENIORITY

- A pilot's Seniority Date will begin to accrue from the date the pilot is first placed on the Company payroll in a pilot training status and actually begins pilot training with the intent of regular line flying, and will continue to accrue thereafter during all service as a pilot except as provided in this Section or other Sections of this Agreement.
- 2. When two (2) or more pilots are hired on the same date, their names will be placed on the Master Pilot Seniority List according to their age, with the oldest pilot receiving the lowest (most advantageous) number. In the event two (2) or more pilots with the same date of hire have the same birth date, the seniority of the affected pilots will be determined by the last four digits of the pilots' social security number with the lowest number receiving the lowest (most advantageous) seniority number.
- 3. Once established, the relative Seniority position of a pilot on the Master Pilot Seniority List will not change unless specifically provided for in this Agreement.

Section 3: Seniority Page 3-1

- 4. A pilot shall forfeit all Seniority rights and his name shall be removed from the Master Pilot Seniority List under the following conditions:
  - Resignation;
  - Voluntary retirement;
  - c. Medical retirement;
  - d. Federal statutory FAR Part 121 retirement age;
  - e. Proper discharge for cause, and if challenged, after termination is upheld in accordance with the Grievance proceedings of this Agreement; or
  - f. Failure to return to a flying position upon recall from furlough pursuant to Section 22 of this Agreement.

#### C. PROBATION

- 1. Each pilot will be on probation for a period of one (1) year from date of hire as a pilot with the Company. Such probationary period will begin on the pilot's date of hire (first day of formal training), and will continue for twelve (12) months from said date ending as of the anniversary date of the pilot's date of hire. Such probationary period will be extended by any period during the probationary period in which the pilot is on furlough or extended leave of absence (thirty (30) days or more).
- 2. Prior to release of a First Officer from probation, he must pass a First Officer proficiency check administered by a Company Check Airman. At the Company's discretion, such proficiency check may be given during a period beginning sixty (60) days prior to the anniversary date of the pilot's date of hire and ending no later than thirty-one (31) days after such anniversary date. The First Officer will be given at least thirty (30) days' notice of such proficiency check. Assignment will be in order of seniority within each class.
- 3. In the event such proficiency check is given after the anniversary date, probation will be extended to seven (7) days after it is completed but to a period no greater than thirty-one (31) days after the pilot's anniversary date plus applicable extensions for furlough or leaves of absence. Extension of the probation period for this purpose will not affect pay computation.

Section 3: Seniority Page 3-2

- 4. Should a probationary pilot fail a proficiency check he will be granted the same retraining provisions as afforded non-probationary pilots. Should the pilot successfully accomplish the retraining and subsequent evaluation, the pilot will be returned to line service.
- 5. Termination of a pilot's employment during this probationary period will not be subject to the grievance and dispute resolution provisions of this Agreement. The grievance and dispute resolution provisions of this Agreement are applicable during a pilot's probationary period for wages, hours and conditions of service.

  Except as specifically provided in this Agreement, probationary pilots enjoy the same rights and privileges accorded non-probationary pilots.

Section 3: Seniority Page 3-3

#### SECTION 4: COMPENSATION

#### A. PILOT LONGEVITY

A pilot will continue to accrue longevity for pay purposes as long as the pilot is on the Southwest Airlines Master Pilot Seniority List, and not on extended unpaid leave of absence in excess of ninety (90) days, except as provided in Section 12.C., 12.F., and Section 22 of this Agreement. When a pilot is advanced from one longevity pay status to the next, salary in such status will begin at the beginning of the pay period nearest such date. From the first (1<sup>st</sup>) to the fifteenth (15<sup>th</sup>) of the month, pay increases will begin on the first (1<sup>st</sup>) of that month; and from the sixteenth (16<sup>th</sup>) through the end of the month, pay increases will begin on the first (1<sup>st</sup>) of the following month.

#### B. CAPTAIN PAY

Captains will be compensated on the basis of "trip pay" which will be paid at the appropriate equipment longevity rate.

# C. EQUIPMENT LONGEVITY PAY

1. Equipment longevity pay will be paid per trip credited, based on the appropriate aircraft and the pilot's years of total service with the Company at the following rates:

			CAPT	AINS' PAY I	RATE	
		10/1/16	9/1/17	9/1/18	9/1/19	9/1/20
		TFP	TFP	TFP	TFP	TFP
	1	\$192.35	\$198.12	\$204.06	\$210.18	\$216.49
	2	\$194.68	\$200.52	\$206.54	\$212.74	\$219.12
	3	\$197.06	\$202.97	\$209.06	\$215.33	\$221.79
~	4	\$199.40	\$205.38	\$211.54	\$217.89	\$224.43
LONGEVITY	5	\$201.62	\$207.67	\$213.90	\$220.32	\$226.93
	6	\$204.13	\$210.25	\$216.56	\$223.06	\$229.75
	7	\$206.48	\$212.67	\$219.05	\$225.62	\$232.39
Q	8	\$208.83	\$215.09	\$221.54	\$228.19	\$235.04
I	9	\$211.19	\$217.53	\$224.06	\$230.78	\$237.70
	10	\$213.53	\$219.94	\$226.54	\$233.34	\$240.34
	11	\$215.90	\$222.38	\$229.05	\$235.92	\$243.00
	12	\$218.25*	\$224.80*	\$231.54*	\$238.49*	\$245.64*

<sup>\*</sup> And each year thereafter.

			FIRST OI	FFICERS' PA	Y RATE	
		10/1/16	9/1/17	9/1/18	9/1/19	9/1/20
		TFP	TFP	TFP	TFP	TFP
	1	\$67.32	\$69.34	\$71.42	\$73.56	\$75.77
	2	\$97.34	\$100.26	\$103.27	\$106.37	\$109.56
	3	\$108.38	\$111.63	\$114.98	\$118.43	\$121.98
~	4	\$119.64	\$123.23	\$126.92	\$130.73	\$134.66
LONGEVITY	5	\$131.05	\$134.99	\$139.04	\$143.21	\$147.50
	6	\$136.77	\$140.87	\$145.10	\$149.45	\$153.93
	7	\$140.41	\$144.62	\$148.95	\$153.42	\$158.03
Ó	8	\$144.09	\$148.41	\$152.86	\$157.45	\$162.18
Г	9	\$145.72	\$150.10	\$154.60	\$159.24	\$164.01
	10	\$149.47	\$153.96	\$158.58	\$163.34	\$168.24
	11	\$151.13	\$155.67	\$160.34	\$165.14	\$170.10
	12	\$152.78	\$157.36	\$162.08	\$166.94	\$171.95

\* And each year thereafter.

All Equipment Longevity Pay Rates contained herein will be increased on the following schedule:

<b>Effective Date</b>	Percentage Increase
Oct 1, 2016	15.0%
Sept 1, 2017	3.0%
Sept 1, 2018	3.0%
Sept 1, 2019	3.0%
Sept 1, 2020	3.0%

3. Ratification Bonus Payment

See Ratification Bonus Letter of Agreement.

# D. FIRST OFFICER PAY

- 1. First Officers will be paid a percentage of a Captain's trip pay based on a Captain in the same year of service flying the same number of TFP on the same equipment.
- First year First Officers that fly open time that exceeds their original line total for the month will be paid at second year rates for all open time, plus any applicable premium associated with the open time.



a. TFP from open time (MOT, DOT, HOT, POT, SNOT, VPF and JA) awarded to First Year First Officers that exceeds their original line total for the month will be



paid at second year rates for the value (or partial value) of the TFP, plus any applicable JA premium associated with the open time. For purposes of this Section only, the original line total is defined as: the value of all flying and nonfly events on the line after the completion of the vacation overlap, month to month overlap and recurrent training adjustments, excluding any MOT, DOT, HOT, POT, SNOT, VPF, and JA carried in from the previous month. For example: the original line total is ninety (90) TFP. A pilot is awarded a POT pairing that pays thirteen (13.0) TFP (including premium/rigs) bringing his line total to one hundred and three (103) TFP. The pilot later gives away ten (10) TFP. At the end of the month, the pilot's line total is ninety three (93) TFP. The pilot would be paid ninety (90) TFP at first year rates and three (3) TFP at second year rates.

- b. TFP from MOT awards traded in ELITT will be eligible for second year rates if the value (or partial value) of the ELITT pairings and all other flying/non-fly events exceed the original line total. A pilot cannot increase the number of pairings eligible for second year rates through ELITT trading. For example:
  - i. One (1) MOT award traded for two (2) ELITT pairings. The highest paying pairing will be considered an open time award.
  - ii. Two (2) MOT awards are traded together for two (2) ELITT pairings. Both pairings will be considered open time awards.
  - iii. Two (2) MOT awards are traded together for three (3) ELITT pairings. The two (2) highest paying pairings will be considered open time awards.
  - iv. If a MOT award is traded in conjunction with a pairing paying first year rates, the pairing(s) acquired in ELITT will pay first year rates.

FIRST OFFICER RATE UPON RATIFICATION				
Year In Service	Percent of Captain Pay Rates	Year In Service	Percent of Captain Pay Rates	
1	35%	7	68%	
2	50%	8	69%	
3	55%	9	69%	
4	60%	10	70%	
5	65%	11	70%	
6	67%	12*	70%	

<sup>\*</sup> And each year thereafter.

# E. TRIP PAY

A trip for pay purposes shall consist of a takeoff and landing.

#### F. STANDARD / NON-STANDARD TRIP

For purposes of this Section, a "standard trip" will be any trip for which the nonstop mileage according to the CAB book of airport to airport mileage is two hundred forty-three (243) miles or less. If CAB book does not have airport to airport mileage listed, DOT published figures will be used between airports.

A non-standard trip will be any trip for which the non-stop mileage according to the CAB book of airport to airport mileage exceeds two hundred forty-three (243) miles. Non-standard trips will be paid at the rate of one (1) standard trip plus one-tenth (.10) trip for each forty (40) mile increment over two hundred forty-three (243) miles, rounded up or down to the nearest forty (40) mile increment.

In the event there is in effect during the term of this Agreement a non-standard trip pay formula for Southwest Airlines Flight Attendants which would, if applied to Southwest Airlines pilots, be more beneficial to the pilots, then such non-standard trip pay formula used for flight attendants shall also apply to pilots.

#### G. OVER-SCHEDULE/OVER-FLY

- 1. An over-schedule override will be computed for each flight based upon each flight equal to one (1) paid trip, plus one tenth (0.10) trip for each five (5) minutes in excess of fifty-five (55) minutes, truncated to the nearest five (5) minutes. If this value exceeds the value under the non-standard trip formula, the flight will pay the override value.
- 2. In addition to the non-standard trip adjustment contained herein, pilots will be paid, where applicable, an additional over-fly premium component for flights which actually operate in excess of scheduled block time. Such premium will apply to each flight segment and will be paid at the rate of two-hundredths (0.02) trip for each one (1) minute which a flight operates in excess of such flight's scheduled block time, excluding, however, the first four (4) minutes which such flight segment is in excess of schedule. Inflight diversions, enroute stops, and returns to the gate are subject to the over-fly premium. Over-fly premium will be added to the trips actually flown. Trips flown will be compared to daily or trip RIG and will pay the greater.
- 3. If a flight blocks out and then has to return to the gate without taking off, the time will be displayed as a gate return in the pairing. The pay for the gate return will be two hundredths (0.02) trip for each one (1) minute. The flight following the gate return will pay as if the gate return did not occur.

#### H. SCHEDULE LINE GUARANTEES

All monthly lines of time will be scheduled with not less than the following TFP per bid period:

31 Day Bid Period	30 Day Bid Period	28/29 Day Bid Period
89.0 TFP	87.0 TFP	85.0 TFP

If a pilot's originally scheduled line pay is less than the scheduled line guarantee, it will be adjusted up to the minimum guaranteed line pay. All other paid events during the month will be added to the adjusted line minimum pay.

### I. RIGS

- 1. Duty Hour Ratio (DHR): A pilot will receive a minimum of seventy-four one hundredths (.74) TFP for each hour on duty or fraction thereof. The DHR will be applied to each duty period in the pairing commencing at required report time and terminating thirty (30) minutes after block in; or clearance of customs, whichever is later. DHR will be applied to all pairings awarded in MOT, DOT, HOT and non-premium SNOT. DHR applies to all reassignments. Pilots on duty periods with prorated rigs accepted from Trip Trade and Giveaway that block-in more than 3 hours after originally scheduled due to flight delays will pay DHR.
- 2. Duty Period Minimum (DPM): A pilot will receive a minimum of five (5.0) TFP each duty period. The DPM will be applied to each duty period in the pairing.
- 3. Trip Hour Ratio (THR): A pilot will receive a minimum of one (1.0) TFP for each three hours (3:00) away from domicile (report to release) or fraction thereof. This trip hour period may only be broken by a legal rest break in domicile. THR applies to all reassignments.
- 4. Average Daily Guarantee (ADG): A pilot will receive a minimum of six and one-half (6.5) TFP times the number of originally scheduled Domicile Days (0300-0259 local domicile time) in a pairing. For multi-duty period pairings, ADG will be applied per Domicile Day or duty period(s), whichever is greater. ADG will be applied per duty period, rather than Domicile Day, for all single duty period pairings and all charters.
- 5. The TFP calculated under the DHR and THR specified above will be calculated to two decimal places, rounded by standard convention.
- 6. Each of the daily rig credits (DHR and DPM) in a pairing will be calculated separately for each duty period in the pairing. Averages will not be used. Pay for each duty period will be the greater of the trips flown, or DHR, DPM, and pay calculated

under the reassignment rules. The sum of the daily trip totals will then be compared to the THR and ADG and the pairing will pay the greatest of the three.

- 7. Any rig applicable to the original pairing will not be reduced by subsequent pairing(s) added to the same duty period. When a second pairing from open time, TT/GA, or ELITT is added to the original pairing, rigs from the second pairing may not be reduced. If a pilot is awarded a continuation of the same pairing, with the exception of those awarded MOT, the positioning deadhead value between split pairings and/or the DHR value associated with the split pairings will be paid.
- 8. A duty period will pay on the Southwest Day in which it is scheduled to report. (e.g.: a duty period that reports on January 1 at 0030 CT and terminates at 0600 CT will pay in the December bid period).
- 9. Any rig associated with the duty period (DPM and DHR) will pay in the bid period in which the pilot is scheduled to report for duty.
- 10. Any rig associated with the Pairing (ADG and THR) will pay in the bid period in which the final duty period in the pairing is scheduled to report.
- 11. Any rig credit projected for a pairing will be prorated, as explained in the following paragraph, when that pairing is split prior to being placed into open time. Pairings split for open time that are awarded through the Reserve, POT, VPF, premium SNOT, or JA process are considered to be new pairings and the above rig credits will apply with no proration. With respect to POT, premium SNOT, and VPF, pilots will be paid time and a half (1.5) of the legs flown or the full rigs whichever is greater. JA'd pilots will be paid double time (2.0) of the legs flown or full rigs whichever is greater. If Scheduling optimizes open time pairings, full rigs will apply.
- 12. When a pairing is split for Open Time, rig credit associated with the DHR and DPM provisions of this Agreement will remain attached to the duty period where it was originally generated. If a duty period with DHR and DPM credit is split, the rig credit for that duty period will be credited to the new duty period on that day with the lowest TFP total until all new duty periods on that day are equal, and then credited equally to all duty periods on that day until the rig is exhausted.

For all pairings except Red-Eye pairings, if the rig is generated in accordance with the THR and ADG provision of this Agreement, that portion of the rig is credited to the lowest paying duty period in the original pairing until all duty periods are equal and then equally to all duty periods until the rig is exhausted. THR and ADG rig credited to a duty period will be prorated as above if that duty period is split. THR and ADG associated with a Red-Eye pairing will have all THR and ADG rig prorated to the Red-Eye duty period(s). Should multiple Red-Eye duty periods exist within a pairing, the rig will be credited to the Red-Eye duty period with the lowest TFP total until all Red-Eye duty periods are equal, and then credited equally to all Red-Eye duty periods until the rig is exhausted.

13. It is further understood that unless otherwise directed at the time of processing, the above rig proration will be the default position for Trip Trade and Giveaway. If a pilot elects to giveaway or keep the entire rig as part of a Trip Trade or Giveaway, the un-rigged pairing will be prohibited from trading in ELITT. The pilot will be alerted that the pairing will be ineligible for ELITT.

#### J. LANCE CAPTAIN

- A Lance Captain who flies as a Captain will be paid at the applicable Captain rate.
   When a Lance Captain flies as a First Officer, he will be paid at the applicable First
   Officer rate. Captain Qualified First Officers will be paid at Captain rates for
   Maneuvers Observation, Line Oriented Evaluation, and any other simulator training
   taken as a Captain. Recurrent ground school, all other training, and all deadheads to
   and from training will be paid at First Officer rates.
- All First Officers who have not been offered an upgrade and are outside the window specified in Section 23.M.1.a. of this Agreement, will be paid at Captain rates for all events.

#### K. TRAINING PAY

## 1. Line Qualified Pilot

- a. Except as provided in e., f., and g. below, a pilot already qualified for service on the line when scheduled for training will be paid at the DPM rate. When this training is scheduled on a flying day(s), the pilot will be paid at DPM rate, TFP flown plus deadhead pay as provided in Paragraph 3, or TFP scheduled on such day(s) whichever is greater. Transition and upgrade training are compensated under Paragraph 2 below.
- b. Any Recurrent or non-Recurrent Ground Training will pay at DPM rate, TFP flown and deadhead pay as provided in Paragraph 3 below, or TFP scheduled on such day(s) whichever is greater.
- c. A pilot with a bid preference requesting Maximum Pay for his Recurrent Classroom Ground Training or Simulator Training Event will receive DPM rate, TFP flown plus deadhead pay as provided in Paragraph 3 below, or TFP scheduled on such day(s) whichever is greater.
- d. A pilot with a bid preference requesting Quality of Life and assigned a Recurrent Classroom Ground or Simulator Training Event will be paid in accordance with the following:
  - Recurrent Classroom Ground or Simulator Training Event assigned on days of scheduled flying.

- a) The pilot flies part of his pairing, then deadheads to training, completes his training and then deadheads home. The pilot will receive TFP flown plus the greater of the domicile training deadhead pay or deadhead(s) exceeding domicile training deadhead pay (which were not part of the original bid pairing) plus training pay of DPM rate plus domicile training deadhead pay. This is then compared with the scheduled pairing TFP and the pilot is paid whichever is greater.
- b) The pilot flies part of his pairing, then deadheads to training, completes his training, deadheads to pick up his pairing and flies the remainder of his pairing. The pilot will receive TFP flown plus the greater of the domicile training deadhead pay or deadhead(s) exceeding domicile training deadhead pay (which were not part of the original bid pairing) plus training pay at DPM rate plus the greater of domicile training deadhead pay or deadhead(s) exceeding domicile training deadhead pay (which were not part of the original bid pairing) plus TFP flown. This is then compared with the scheduled pairing TFP and the pilot is paid whichever is greater.
- c) The pilot deadheads to training, completes his training then deadheads to fly the remainder of his pairing. The pilot will receive domicile training deadhead pay plus training pay at DPM rate plus domicile training deadhead pay or deadhead(s) exceeding domicile training deadhead pay (which were not part of the original bid pairing) plus TFP flown. This is then compared with the scheduled pairing TFP and the pilot is paid whichever is greater.
- d) The comparisons set forth in this Section 4.K.1.d. shall not include the 6.5 TFP for travel outside the recovery day requirement, provided for in Sections 4.K.1.e and f.
- ii. Recurrent Classroom Ground or Simulator Training Event assigned on days scheduled off or over recovery days.
  - a) The pilot will receive TFP removed from his bid line for the recovery requirement plus TFP Training Scheduling removed from his bid line on the day he is returned to domicile or rejoins his pairing plus deadhead pay (which is not part of the original bid pairing) to return the pilot to his domicile or to rejoin his pairing. This is then compared with the Recurrent Training event pay including the domicile training deadhead pay and the pilot is paid whichever is greater.
- iii. However, for purpose of computing duty hour rig (DHR), the pilot will be considered to be on duty until such pilot arrives at his RON or domicile as applicable.

- e. If a pilot is assigned (not per pilot's preference or as a result of a trade) a C, D or E simulator period extending his training block beyond the recovery day requirement set forth in Section 23.K., he will be compensated the greater of the Training Deadhead value defined in Section 4.K.3.or six and one-half (6.5) TFP for the travel day beyond the recovery day requirement. Training Scheduling at their discretion may choose to pull an additional recovery day in lieu of paying the additional 6.5 TFP. In all cases, the pilot's average daily compensation during the Training Footprint will be no less than ADG.
- f. If a pilot is required (not per pilot's preference or as a result of a trade) to deadhead a day prior to training, extending the training block beyond the recovery day requirement set forth in Section 23.K., he will be compensated the greater of the Training Deadhead value defined in Section 4.K.3 or six and one-half (6.5) TFP for the travel day. Training Scheduling at their discretion may choose to pull an additional recovery day in lieu of paying the additional 6.5 TFP. In all cases, the pilot's average daily compensation during the Training Footprint will be no less than ADG.

Example: A pilot that preferences Quality of Life deadheads to training on March 10, performs Ground School on the 11<sup>th</sup>, an MO on the 12<sup>th</sup>, an LOE and deadheads home on the 13<sup>th</sup>.

- The Company is required to pull 3 recovery days.
- The sum of the pay for the 3 training days and the deadhead pay on the actual training day is compared to the trip pulled (3-day trip) and the pilot is paid the greater.
- The pilot is then paid an additional 6.5 TFP for the travel day that exceeded the recovery day requirement.
- The trip pull value should be such that the pilot's daily average compensation for the Training Footprint should be no less than ADG.
- g. Distance Learning will pay commensurate with the hours required as follows:
  - i. Three-quarters (.75) TFP for one (1) hour or less
  - ii. One and a half (1.5) TFP for greater than one (1) hour and up two (2) hours
  - iii. Two and one-quarter (2.25) TFP for greater than two (2) hours and up to three (3) hours
  - iv. Three (3.0) TFP for greater than three (3) hours and up to four (4) hours
  - v. Three and three-quarters (3.75) TFP for greater than four (4) hours and up to five (5) hours

- vi. Four and a half (4.5) TFP for greater than five (5) hours and up to six (6) hours
- vii. Five and one-quarter (5.25) TFP for greater than six (6) hours and up to seven (7) hours
- viii. Six (6.0) TFP for greater than seven (7) hours and up to eight (8) hours
- ix. Training over eight (8) hours will pay commensurate with the hourly rates above.
- h. Events of exceptionally limited training that do not take longer than ten (10) minutes and can be accomplished during the pilot's normal check in period will not be paid.
- 2. A pilot scheduled for transition, or upgrade training, (classroom or simulator) will be paid for scheduled TFP lost from the pilot's line or DPM rate per training day, during the entire period that such pilot is removed from a bid line, whichever is greater. The pilot will be pulled with pay for any pairings which he is scheduled to fly during breaks in training.
  - Upgrade, transition or initial Qualification training (International/ETOPS) will pay the greater of trips pulled for an Operational Evaluation (OE) or route qualification or trips flown. All pay rules in Section 4.R. On-Line Schedule Pay that would apply to line flying will apply to OE and route qualification.
  - b. A First Officer receiving captain upgrade IOE (UOE) will be paid the appropriate Captain rate of pay including full rigs for the entire training pairing(s).
- 3. Deadhead Pay: A pilot will be paid the standard or non-standard trip rate for deadheads to and from his domicile to training as follows:
  - a. Non-training Day: A pilot is paid for TFP flown plus deadhead pay or scheduled bid TFP whichever is greater.
  - b. Training Day: A pilot is paid training pay plus applicable deadhead pay.

c. The one-way domicile training deadhead pay to DAL follows:

Domicile	Trips for Pay
HOU	1.1 TFP
PHX	2.8 TFP
MCO	3.1 TFP
MDW	2.6 TFP
OAK	4.6 TFP
BWI	3.7 TFP
LAS	3.3TFP
ATL	2.5 TFP
DEN	2.2TFP
LAX	4.0 TFP



- 4. Per Diem will be calculated from one (1) hour prior to scheduled departure from domicile to thirty (30) minutes after scheduled arrival back to domicile, based upon the deadheads as scheduled by the Company. These times will comply with FAR and contractual legalities and will govern unless the pilot notifies the Company that actual travel will be less. Local Training will not pay a per diem rate.
- 5. The Company will schedule and pay directly for any hotel room and local transportation required. Transportation is normally provided during training. If for some reason it is not, the pilot will be reimbursed for taxi fares when the pilot turns in the receipt to domicile management. Rental cars will not be reimbursed unless specifically authorized.
- 6. New Hire Pilot: A new hire pilot will be paid a line guarantee as per the following schedule. New hire pilots who start after the first of a bid period will have the line guarantee prorated through the remainder of the bid period based upon the number of days in the bid period.

#### **GUARANTEE CHART**

31 Day Bid Period	30 Day Bid Period	28/29 Day Bid Period
89.0 TFP	87.0 TFP	85.0 TFP

a. New hire training will normally end upon such new hire's completion of Initial Operating Experience (IOE). However, the Company may extend new hire training for up to two (2) weeks following IOE in order that such new hires may

be assigned to fly with a check pilot displacing a qualified line holder. In such event, pay will continue under this paragraph.

- b. A pilot scheduled to complete new hire training subsequent to the beginning of a bid period will not bid a full line of time. New hire pilots will bid a temporary domicile for purposes of this paragraph. Such pilot will be given a schedule for the remainder of the bid period made up of pairings withheld from their temporary domicile. This assigned flying will be made at the time training is completed and the pilot will not be used in a Reserve status. In this case, training pay will be prorated and added to the scheduled flying. The prorated training pay plus the assigned flying pay will not be less than the line guarantee from the Guarantee Chart.
- c. A pilot completing initial training during the middle of the bid period may be offered a personal leave following the completion of training. If the pilot elects to take a personal leave, the line guarantee from the Guarantee Chart will be reduced on a pro rata basis.

### L. DEADHEADING

A pilot who is scheduled to deadhead will be paid as if he had flown the flight. A pilot need not perform the deadhead in order to be paid.

A pilot required to deadhead "off-line" will be paid in accordance with Section 4.G. Over-Schedule/Over-Fly.

#### M. RESERVE PAY

- 1. Reserve lines will be scheduled to pay the same 85/87/89 minimums as the regular lines. Each individual unassigned Reserve RAP will pay six (6.0) TFP. Multi-day reserve blocks will pay a minimum of six (6.0) TFP per Domicile Day or assigned flying plus unassigned reserve RAPs, whichever is greater. Reserve blocks consisting of a single unassigned Reserve day will pay six (6.0) TFP per RAP.
- 2. Reserve RAPs dropped due to overlap will not be paid.
- 3. Reserve Assignments will be paid at full rigs in accordance with Section 4.I.
- 4. If a Reserve gives away a portion of a Reserve assignment, or accepts the removal of a portion of a Reserve assignment from another pilot, the portion of the assignment remaining with the Reserve will be prorated in accordance with Section 4.I.12 and the split duty period, if any, will pay the greater of the prorated pay or six (6.0) TFP unless that Reserve is reassigned. If the Reserve is reassigned during a previously split duty period, a new pairing is created and full rigs apply.

- 5. A pilot who calls in sick on a Reserve day will have six (6.0) TFP deducted from that pilot's sick bank. If a pilot calls in sick prior to flying his assignment, each day of sick leave will be credited at six (6.0) TFP per day. If a pilot flies any portion of a duty period, the sick leave value will reflect the remaining value for that duty period up to six (6.0) TFP. All future days will pay six (6.0) TFP per day.
- 6. When a Reserve is assigned a pairing and encounters a cancellation, reassignment, or a Reserve assignment change on the second or subsequent day of the Reserve assignment, Daily Reassignment Pay rules apply for that day. If it is a multiple day pairing and Scheduling elects to reassign the Reserve, Daily Reassignment Pay will apply to the day of the reassignment. All future days will pay as rescheduled. If Scheduling elects to remove the Reserve from the remainder of the pairing, the pilot will not be credited for the remainder of the pairing.
- 7. If a Reserve checks in with scheduling at the airport and is then released with no flying or deadhead performed, the pilot will be credited five (5.0) TFP. In addition, the pilot will either be released to crew rest or the Flight Duty Period clock will continue in effect from his original report time for any subsequent assignment.
- 8. A Reserve assigned to a charter shall be credited according to Charter Pay Rules in Paragraph V. of this Section.
- 9. AM Reserves scheduled to release past 1800 domicile time as defined in Sections 8.E.6.b.i.- iv. will be paid at premium for all flights blocking in later than 1730 domicile time.
- 10. Reserve RAPs embedded in flying pairings will carry a Reserve guarantee of 6.0 TFP per RAP. THR and ADG will apply to the pairing. If the pilot is assigned to flying on the embedded Reserve RAP, DHR and DPM will apply to the duty period. The pilot will be paid the greater of the TFP flown, DHR, DPM or 6.0 TFP for the Reserve duty.

#### N. PREMIUM PAY

A pilot who is eligible for Premium Pay under this paragraph will be paid a premium of one and one-half (1.5) TFP for each TFP flown. Paid deadheads are considered TFP flown for purposes of this paragraph. A pilot will be entitled to premium pay in the following circumstances:

- 1. Reassignment: When a reassignment results in a duty period which actually blocks in later than the originally scheduled block in time, premium pay will be paid for all flights not in the original schedule which block in subsequent to the time that the last flight in the original duty period was scheduled to block in.
- 2. Move-up on first day of pairing: Any move-up in excess of thirty (30) minutes from a pilot's originally scheduled push time will be paid at premium pay rates for that entire

duty period. Subsequent duty periods will pay premium if moved-up to a report time earlier than originally scheduled. The report time will be adjusted to thirty (30) minutes prior to push for a domestic flight, forty-five (45) minutes prior to push for an international flight, or, if report time is modified per paragraph 5.O.2.a, sixty (60) minutes prior to push for an ETOPS flight, or the time the reroute assignment is made, whichever is later. The following exceptions will not be considered a move-up and will not pay premium:

- a. A pilot's move-up occurs after the pilot's original report time. The pilot will be paid in accordance with the Daily Reassignment Pay rules.
- b. A pilot is assigned to a delayed flight where the estimated push time is not more than thirty (30) minutes prior to the pilot's original scheduled push time.
- 3. Move-up on subsequent days of pairing: Any reassignment to an earlier report time will be paid at premium pay rates for that entire duty period and subsequent duty periods if moved-up to a report time earlier than originally scheduled. A move-up may occur during any duty period of a pairing and will be treated as such regardless of how or when the move-up was scheduled.
- 4. Add-on: Any reassignment that adds flying to the end of the originally scheduled duty period. Premium pay will be paid for all flights added to the end of scheduled duty.
- 5. <u>Unscheduled Overnights</u>: If a reassignment resulted in an unscheduled overnight between originally scheduled adjacent pairings/Reserve blocks, then the pilot will receive DPM in addition to his scheduled pay. The unscheduled overnight will not trigger premium pay for the subsequent scheduled pairing. Normal premium pay rules will apply to individual duty periods.
- 6. Pilots on unscheduled overnights due to a domicile closure, where the base remains closed, may, in lieu of waiting for the domicile to open, be offered the opportunity to waive the deadhead obligation back to domicile. The pilot, if offered and he elects to be released, will be provided non-paid must-ride deadheads back to his commuter city. DHR and THR will apply until released in the commuter city.

#### O. DOUBLE TIME PAY

JA Event: A JA Event is any involuntary assignment or reassignment into an unscheduled overnight which results in a duty period on a scheduled day off. The JA Event will be compensated at two (2.0) times the applicable trip rate or full rigs, whichever is greater. A pilot flying/deadheading on a scheduled day off will be paid a minimum of ADG.

# P. GOLDEN DAY OFF (GDO) PAY

If a pilot is assigned any duty period on his GDO, the pilot will receive ADG in addition to all other applicable premium pay.

Refer to Section 6.C.3.g. of this Agreement for Scheduling rules related to usage of Golden Days Off.

## Q. JURY DUTY/WITNESS/MEETING

Refer to Sections 2.F and 2.G. of this Agreement for rules and pay requirements related to Jury Duty, Company Witnesses, and Team Meetings.

#### R. ON-LINE SCHEDULE PAY

- Daily Reassignment Pay (DRP) is the minimum pay a pilot will receive for each duty period within an awarded pairing. Each duty period will be computed independently. A pilot will be paid the greater of the following:
  - a. Original TFP as awarded (including all applicable premium pay) for that duty period.
  - b. Actual TFP (including all Premium, Double Time, and Over-fly Pay as set forth in Paragraphs N, O, and G) for that duty period.
- The Company assumes the risk of legality problems which develop from an assigned schedule of flight pairings. A pilot will be paid for assignments removed due to legality adjustments.
- 3. If a pilot would have been legal and available to fly scheduled flights but is unable to do so due to (a) domicile airport closure, and (b) resulting cancellation of those flights, Daily Reassignment Pay rules apply. In such case, the pilot is expected to contact Scheduling and will be put back on his pairing, or reassigned to another pairing, as soon as practicable.
- 4. A pilot's duty day that is extended past normal release time for a potential flight assignment and subsequently canceled will be paid an additional 1.0 trip for pay.

### S. SCHEDULING ERRORS

Any scheduling error for which a remedy is not specifically set forth in this Agreement will be resolved in accordance with the provisions of Sections 16 and 17.

If a line or pairing is published with a miscalculated TFP total, the pilot(s) awarded or assigned that line or pairing shall be paid the higher of the published or the corrected TFP total.

Awards, which result in double covered pairings, will be paid in full. In such cases, the following procedures apply:

- a. If one pilot had the pairing in question in his line of time, he will fly the pairing. The other pilot will be paid for the pairing as scheduled.
- b. If neither pilot or both pilots had the pairing in their original line of time or acquired the pairing through trip trade or giveaway, the senior pilot has the option of either flying the pairing or not flying the pairing. The pilot not flying the pairing will be paid for the pairing as scheduled.

Improper open time awards will be corrected by Scheduling if such correction is made prior to the award.

All flying placed in Open Time, including charters, will have a pay total stated and the pilot will be paid not less than the posted total.

### T. PER DIEM

- 1. The Company will pay directly for any hotel room and local transportation required.
- 2. Domestic Per Diem will be calculated as follows:
  - a. A pilot on Reserve or a new hire trainee will not be paid domestic per diem unless he is called out to fly, in which event he will be paid in accordance with Paragraph 2.b. below.
  - b. For a pairing domestic from one (1) hour prior to scheduled departure time from domicile until thirty (30) minutes after either the pairing arrives in domicile, or the scheduled deadhead flight arrives in the appropriate domicile.
  - c. A pilot who is called out to fly other than on a Reserve day will be paid domestic per diem as applicable in Paragraph 2.b., above.
  - d. A pilot required to be out of domicile in the performance of that pilot's duty (i.e., check pilots on duty out of town, and pilots training out of town) will receive domestic per diem from the time they leave the domicile until they return.

3. Domestic Per diem will be paid at the following hourly rate:

Applies to pairings originating on or after 12/1/2016	Applies to pairings originating on or after 1/1/2019
\$2.30	\$2.35

- 4. Each pilot will receive the amount of domestic per diem as stated in Paragraph 2 above except during vacation, if terminated, suspended or on leave of absence of any kind during the month, in which case domestic per diem will be reduced accordingly.
- 5. A pilot who works or deadheads on an International flight will receive an International per diem as defined below:

Applies to pairings originating on or after 12/1/2016	Applies to pairings originating on or after 1/1/2019
\$2.80	\$2.85

a. International per diem will begin at the required report time of the duty period containing International flights and continue until thirty (30) minutes after block in at the termination of the pairing or clearance of customs, whichever is later.

### U. BUSINESS EXPENSES - CHARTER AND NON-REVENUE FLYING

Per Diem will be paid as specified in Paragraph T above and included in the Operations Order, or if not specified, at the Captain's discretion, if expense receipts are provided. A Captain will be expected to turn in receipts for all expenses. If a Captain gives expense money to another pilot or flight attendant, the Captain will be expected to inform that pilot or flight attendant of the requirement for receipts. Expenses not substantiated by receipts will be charged back to the Captain or the appropriate pilot.

#### V. CHARTER PAY

- Charters and other flying in conjunction with charters (repositions, ferry flights, deadheads, etc.) and other flying including promotional and sightseeing shall be paid or credited at either the rate of one and one-half (1.5) times the applicable trip rate, or full rigs, whichever is greater. All charter flying will pay as scheduled or as flown, whichever is greater. No additional premium will be awarded unless a pilot is on a JA event.
- 2. Regular line flying flown in conjunction with charters will pay premium rates as stated under Section 4.N. of this Agreement, if applicable.
- 3. A charter is considered an award in Open Time as per Section 6.B.2. and 6.B.13.d.ii.f). of this Agreement. Once awarded, a charter will pay no less than as originally scheduled.

4. If meals are provided as part of the charter package, a meal will also be provided for each pilot.

#### W. SCHEDULED SUB SERVICE

- Scheduled Sub Service (SSS) flights may be scheduled into regular bid lines. SSS
  flights will pay Premium Pay on legs flown (half time premium in addition to any rig)
  unless otherwise awarded in the JA process, in which case Double Time Premium
  applies.
  - a. The Scheduled Sub-Service Premium will not be paid on non-fly events (e.g.: vacation, sick leave, training pulls, fatigue, etc.). The flight must be flown for the premium to apply.

#### X. PAY CHECKS

The Company will provide for direct deposit of payroll checks to any bank capable of accepting electronic funds transfer from the Company depository bank.

#### Y. DRUG/ALCOHOL TESTING

If a pilot is selected for random testing while such pilot is on duty, the pilot's duty time will be extended by an additional thirty (30) minutes or the actual completion of testing, whichever is the later. In no case will the time exceed more than one and one half (1:30) hours from block in. Should the Company be required to test a pilot on his day off, he will be paid DPM.

### Z. PAY FOR ACCRUED VACATIONS

- 1. A pilot who has credited service with the Company of twelve (12) months or longer and resigns with two (2) weeks or more notice or is furloughed by the Company due to reduction in force, will receive pay at the applicable rate as of such date for all vacation accrued and unused to the date of resignation or furlough.
- 2. For pilots with less than one (1) year of credited service, all vacations accrued as of December 31 will be paid on the basis of one and one-sixth (1 1/6) days per month. Fifteen (15) days or more of service in a calendar month will be considered a full month, and less than fifteen (15) days will not be considered.
- 3. Pilots terminated for cause will not be paid accrued vacations.

#### AA. VACATION PAY

1. A pilot, while on vacation, will be paid for all TFP lost from his bid line, or three and three-quarters (3.75) TFP per day (i.e. twenty-six and one-quarter (26.25) TFP per week of vacation), whichever is greater. Floating Vacation weeks will pay twenty-six

and one-quarter (26.25) TFP (straight pay) regardless of TFP pulled. If a pilot notifies the Company no later than ten (10) calendar days prior to the next pay day, he will be paid on the next pay day. Pay will be at the rates in this Agreement applicable to the pilot's status.

## Month to Month Vacation Overlap

Any vacation period which falls during a month to month overlap (i.e., vacation begins in one month and ends in the following month) will be paid in the following manner:

- a. The pilot's vacation period will be reviewed by the Company for legality. The Company will only pull the minimum number of trips that would have made the pilot legal. The pilot will be paid only for trips which could have been legally flown during the vacation period.
- b. During the vacation overlap resolution period, a pilot can tell the Company which month's trips to drop to minimize trip loss for legality purposes. If the pilot fails to notify the Company of his preference, the Company will pull the trips from the lead-out month to minimize trip loss for legality purposes.
- 3. All vacations bid separately will result in pay being computed separately.
- 4. For the purpose of computing Duty Hour Rig (DHR), the pilot will be considered on duty until such pilot returns to domicile. The DHR calculation will be applied to the pairing at the time the vacation overlap split is made.

### BB. ENGINE TEST RUNS/REPOSITIONS

Any on-duty pilot that complies with a request to perform an engine test run or reposition an aircraft, shall be compensated one (1.0) TFP in addition to their scheduled TFP for that day. Such duties are at the pilot's option. The pilot and Scheduling will coordinate these events, which will be documented in Crew Management System (CMS) to ensure that these duties do not result in an illegality. Pilots will not perform these duties until this has been accomplished. Pilots should call Scheduling at the completion of the event to ensure the release time is accurately reflected in the CMS.



Refer to Section 5.D.2.k. of this Agreement for Scheduling rules related to additional ground duties.

### CC. GROUND TRANSPORTATION

Ground transportation, other than normally scheduled hotel transportation, will be paid as follows:

1. Travel time will be paid at the rate of one (1) trip for the first 2+00 and an additional one-tenth (0.10) trip for each six (6) minutes block over 2+00. Partial blocks will not be paid.

MINUTES BEYOND 2+00	Trips for Pay
0-5	0.0
6 – 11	0.1
12 - 17	0.2
18 - 23	0.3
24 - 29	0.4
30 - 35	0.5
36 – 41	0.6
42 - 47	0.7
48 - 53	0.8
54 – 59	0.9
60 - 65	1.0

- 2. The travel time will start when the aircraft is blocked into the gate and will end with the arrival at the airport or the destination hotel. When ground transportation is required prior to the beginning of a flying day, the travel time will start when the crew is picked up at the departure hotel and stop when the crew arrives at the airport or thirty (30) minutes prior to push time, whichever is later. Pilots should call Scheduling at the completion of the ground transportation to verify the travel time, at which time Scheduling will make the pay adjustments.
- 3. This Section does not allow the Company to use ground transportation between city pairs as a scheduling tool to construct crew pairings. Ground transportation between city pairs may only be used as a last resort. This paragraph is not applicable to charter flying.

#### DD. CHECK FLIGHTS

- 1. Check Flights are considered new pairings and full rigs apply.
- If, at the time of assignment/award, an aircraft requires a check flight, Scheduling will
  assign the pilot two (2) check flights. The pilot will be responsible for completing the
  initial check flight and a subsequent check flight for the same aircraft if that aircraft
  requires additional testing.

- Updated July 9, 2019
- 3. Under no circumstance will the pilot be responsible for check flights exceeding a normal duty day.
- 4. When a Check Pilot is required for a Check Flight, the Check Pilot on the Open Time Alert list will be notified prior to calling Check Pilot not on a list. In situations not requiring a Check Pilot, the Check Flight will be covered using normal open time procedures.

#### EE. HOLIDAY PAY

- 1. Pilots will be paid either one and one-half (1.5) times, or double time (2.0) on a JA Event, for the value of the day (including full rigs) for the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day.
- 2. If full rigs apply to a single day pairing on a holiday, the pilot will be paid the greater of one and one-half (1.5) times (or double time (2.0) on a JA Event) of legs flown, DPM, DHR, or ADG.
- 3. If full rigs apply to a multi-day pairing, the pilot will be paid the greater of one and one-half (1.5) times (or double time (2.0) on JA events) of legs flown, DPM, or DHR. For holiday pay purposes, ADG and THR are not included in the pay calculation.
- 4. If a pairing has prorated pay on the holiday and is covered through any process other than POT/SNOT-P and JA, the pilot is paid one and one-half (1.5) times (or double time (2.0) on JA events) of the value of the duty period. There is no minimum holiday pay for a prorated duty period. For the purposes of pairings awarded in MOT, DOT and HOT, the premium is applied to the greater of the DHR value or legs flown on the holiday.
- 5. Reserves who are assigned will receive the greater of time and a half (1.5) of flights flown or an additional three (3.0) TFP. Reserves that are not assigned a pairing on these holidays will be credited with an additional three (3.0) TFP.
- A pilot will be paid holiday pay for the greater of the scheduled or flown TFP on a holiday. A pilot will not be paid less than originally scheduled based on a reassignment.
- 7. Holiday pay is not paid on non-fly events. The pilot must fly or be on Reserve to receive the holiday pay. Should a pairing cancel, it will be paid in accordance with Section 4.M.6 above.

#### FF. OVERRIDES

- 1. Red Eye flights, excluding Charters, will pay an override of three percent (3.0 %) of the leg credit. The override will apply to deadheads. Red Eye overrides will pay in addition to any other overrides. For pay purposes only, the override will apply to flights that are scheduled and/or operate at any time between 0100 and 0400 inclusive, pairing domicile time.
- 2. International flights requiring a Special Airport Qualification (SAQ) and/or ETOPS flights, as outlined in the Flight Ops Manual (or its equivalent), will pay an override of five percent (5.0 %) of the leg credit. Flight Operations may modify the flying designated within the EBG or International Domiciles. Deadheads are excluded from the override.
- 3. Non-domestic flights not identified as an SAQ will pay an override of three percent (3.0 %) of the leg credit. Deadheads are excluded from the override.
- 4. The overrides described above will be paid as follows:
  - a. The overrides will not be paid on non-fly events (e.g.: vacation, sick leave, training pulls, fatigue, etc.). The flight must be flown for the override to apply.
  - b. The overrides will be calculated based on the straight time value of the leg flown, regardless of how the pairing is awarded/assigned.
  - c. The overrides will pay above the pairing credit (including any applicable rigs).

#### GG. FATIGUE PAY

- 1. When a pilot is unable to complete some portion of an assigned pairing due to fatigue, pay for the original assignment is guaranteed.
- 2. Any flying or deadheads actually performed either before the fatigue call or after the recovery shall be paid with prorated rigs, if applicable, plus any premium, if applicable. Actual pay for the pairing will be compared to the original value of the pairing (with rig) minus the premium of any original legs not operated (to include deadheads). The pilot will be paid the greater of the two.
- 3. Deadheads (as part of the recovery plan) shall be paid at straight pay.
- 4. If the pilot is pulled for fatigue and returned to domicile at the end of a pairing, he shall be paid for the deadhead to return to domicile plus applicable DHR/THR.

#### SECTION 5: PILOT SCHEDULING AND WORK RULES

#### A. BIDDING MONTHLY LINE FLYING

- 1. The monthly schedule of flying will be awarded in domicile to pilots according to seniority.
- 2. Any First Officer may designate up to three (3) employee numbers that he chooses to avoid on his monthly first round bid. If a First Officer would be awarded a line which causes him to fly with any of the listed employee numbers, he will receive the next bid line his seniority will allow. This does not apply to Reserve line or blank line bidding in the first round or bidding for Vacation Relief lines in the second round.
- 3. New hire pilots will not be awarded or assigned a Reserve line or blank line for the first full bid period after initial training is completed.
- 4. The Company will make available a mutually agreed upon Crew Web Access based bid sort program, which provides monthly and standing bidding capabilities for all rounds of bidding. The VP of Flight Operations may approve outside vendors to provide bid sort programs for pilot input of monthly bids.
- 5. The Company will make provisions for a mutually agreed upon backup bidding procedure in the event that the primary system fails.
- 6. In the event that the Company-provided bidding system fails, the Company will work with SWAPA to ensure that every pilot has the opportunity to bid. Bidding will not close until both SWAPA and the Company are satisfied that every pilot has had the legitimate opportunity to bid. Bidding programs other than the ones supplied by the Company may be used but only at a pilot's own risk. A bid receipt generated by an approved third party bid sort program shall be considered as a legal bid. It is each pilot's responsibility to allow plenty of time for bidding within the defined period.
- 7. To support ETOPS flying, an ETOPS Bid Group (EBG) will be created within a domicile(s). The EBG will be used for Vacancy and Line Bidding purposes. After the line award processes, the EBG will have the same rights as all pilots within the domicile, unless specifically addressed elsewhere in this Agreement.
  - a. An ETOPS bid category will be created in the Vacancy process. Pilots awarded the ETOPS bid category will make up the EBG.
  - b. No later than the fourth bid period following the initiation of the EBG within a domicile, the EBG shall be a minimum of fifty (50) pilots in each seat or fifty percent (50%) of pilots in each seat, whichever is smaller. Until the entire domicile is ETOPS Qualified, in no case will the EBG be staffed with fewer pilots in each seat than one hundred fifty percent (150%) of all ETOPS hard and

Section 5: Pilot Scheduling and Work Rules
Page 5-1

Reserve first round lines. Once the percentage of pilots in an EBG exceeds sixty percent (60%) the entire domicile shall be ETOPS qualified.

- c. The Company will have two (2) bid periods to train pilots entering the EBG. ETOPS lines will only be awarded to ETOPS qualified Pilots assigned to the EBG within a domicile. EBG Pilots not scheduled to begin ETOPS training prior their first EBG bid period will bid from the non ETOPS lines in the same domicile for that bid period.
- d. ETOPS lines may include ETOPS, near-international, and domestic pairings.
- e. A pilot within an EBG may be awarded a non ETOPS line unless the number of ETOPS lines remaining is equal to the number of ETOPS qualified pilots in the EBG yet to be awarded.
- f. Qualifications and currency will be based on the Flight Operations Manual.
- 8. The Company may establish an International Domicile in one or more domiciles. The entire domicile(s) will be designated as International. If required, the Company will have two (2) bid periods to train pilots entering the International Domicile.
  - a. Only pilots assigned to an International Domicile may be assigned/awarded flying requiring Special Airport Qualifications (SAQ).
  - b. The list of stations designated as SAQ will be published by the Company in the Flight Operations Manual (or its equivalent).

### B. BIDDING BLANK LINE FLYING

All blank lines will be posted not later than the seventeenth (17<sup>th</sup>) of the month and closed not later than the nineteenth (19<sup>th</sup>) of the month. Blank lines will be bid based on the seniority of the line number awarded in the first round bid. The pilot awarded the lowest line number in the first round bid will be the senior bidder in the second round.

# C. TIME LINE OF SCHEDULING EVENTS

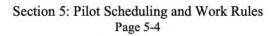
- 1. Monthly bid lines will be posted for bid on the fourth (4<sup>th</sup>) day of the previous month. Bids will close on the ninth (9<sup>th</sup>) of each month. All events occur at 1200 CT except as otherwise listed. The following time line will be adhered to:
- 2. The Company will post all bid results electronically via SWALife/CWA and at all domicile lounges and SWAPA offices no later than 1200 the first day after closing. Line awards are final at 1200 the second day after posting. Bid results are final when the protest period ends or when the protest is resolved, whichever occurs last.

Any protest which changes the bid results will be corrected and the new bid results
posted electronically via SWALife/CWA and at all domicile lounges and SWAPA
offices.

Protest procedures will include the following elements:

- a. The pilot will:
  - i. Notify Crew Planning via telephone; and
  - ii. Provide Crew Planning with a copy of the bid receipt. If the protesting pilot does not have a bid receipt, the Company will attempt to verify and retrieve his bid by means of his employee number.
- b. The Company will:
  - i. Determine the validity of the protest;
  - ii. Notify all pilots in the affected bid category of the protest in progress;
  - iii. Notify all pilots in the affected bid category of the results of protest; and
  - iv. Record all calls to Crew Planning to document that a protest has been filed

Current Date(s)	Task
4th @ 1200	Training Schedule Posted
"	TGDO/ Training Preference
n n	Post Monthly Line Bids
9th @ 1200	Close/Award Line Bids
10th @ 1200	Post Line Bid Award Results
п	Begin Line Bid Protest Period
11th @ 1200	Line Bid Protest Ends
"	Pilot VA OV Election for "Fly All" Preference Due
11	Company/Pilot Month to Month Overlap
11	TGDO/ Training Preferences Close
11	Begin Recurrent Training Assignment
п	Hard Line Holders Not Scheduled for Training Begin Trades After Line Assignments in CMS
13th @ 1200	Pilot VA OV Election Final/VA Slides
п	Company Month to Month Overlap Ends
15th @ 1200	Pilot Month to Month Overlap Adjustment Period Ends
17th @ 1200	Post Blank Lines
п	Preliminary Training Awards Posted
"	OTP Posted
"	Hard Line Holders Scheduled for Training Begin Trades at 1200 Or When Training Is Poster
п	Blank Line TDGO/Training Preferences Open
18th @ 1200	MOT Posted
19th @ 1200	Blank Lines Close/Award
11	Blank Line Protest Period Begins
20th @ 1200	Blank Line Award Final/Protest Period Ends
п	Blank Line Company/Pilot Month to Month Overlap
11	Blank Line Pilot VA OV Election for "Fly All" Preference Due
н	Blank Line Holders Not Scheduled for Training Begin Trades After Line Assignments in CM
21st @ 1200	Company Blank Line Month to Month Overlap Ends
"	Blank Line TDGO/Training Preferences Close
и	Begin Blank Line Recurrent Training Assignments
22nd @ 1200	Blank Line VA OV Election Final/VA Slides
"	Blank Line Pilot Month to Month Overlap Ends
23rd @ 1700	Final Training Awards Posted
"	Blank Line Holders Scheduled for Training Begin Trades at 1700 or When Training Is Poste
24th @ 1200	OTP Closes
"	MOT Award Closed
25th @ 0700	MOT Award Posted
	ELITT Opens (varies by domicile)
25th	* See Section 7.B.12 for Thanksgiving & Xmas.



## D. RULES GOVERNING FLOWS, DUTY TIME, CREW REST, AND LINES OF TIME

- A pilot is on duty commencing when a pilot is required to report for duty and ending thirty (30) minutes after block in of the last flight or when released from duty, whichever occurs last.
- 2. The time that a pilot is on duty will run continuously unless broken by a legal rest period free from all duty with the Company. A pilot will have a legal rest period from thirty (30) minutes after block in until they are required to report for duty after legal crew rest. Except in the case of station closure or evacuation, once in crew rest a pilot may not be called back out until the completion of crew rest.
  - a. To provide crew rest, Scheduling may not call a pilot if the call may reasonably be expected to disturb the pilot's normal rest, considering both the preceding and following duty period. Scheduling must ensure that no contact violates the necessity for a pilot to receive eight (8) hours of uninterrupted sleep opportunity at the rest facility (FAR 117.25.f). If the Company has not notified the pilot for rest reasons, he will be notified two (2) hours prior to the new departure time.
  - b. In the event that Scheduling reassigns a pilot, the pilot's original report time will not change if Scheduling fails to notify the pilot at least one and one-half (1.5) hours prior to the pilot's original report or new push time whichever is earlier.
  - c. A pilot contacted for reassignment/schedule change during crew rest will only be contacted verbally via the pilot's hotel room number or cell phone contact number listed in CWA. Scheduling may only call a pilot's hotel room twice and cell phone once if attempting to contact the pilot for reassignment notification. A phone call from Scheduling will not be considered an interruption of crew rest unless the pilot advises the Company that his rest has been interrupted.
  - d. A pilot may be contacted at any time for a personal emergency or as required as part of the voluntary open time award process.
  - e. The Company and SWAPA agree to negotiate and mutually agree upon work rules as they relate to augmented crew operations prior to initiation of augmented international or domestic service.

f. For a Flight Duty Period (FDP) Scheduled Time of Start, the time zone is based on the domicile of the pairing and applies for the duration of the pairing unless the pilot becomes acclimated to a new theater as defined in FAR 117.3. A pilot will be scheduled in accordance with the more restrictive of the Contractual Duty Period Chart or Table B to Part 117 listed below:

**Contractual Duty Period Chart** 

Report Time	Maximum Duty Period Scheduled	Maximum Duty Period Actual
0200-0359	10 Hours	12 Hours
0400-0559	12 Hours	14 Hours
0600-1059	13 Hours	15 Hours
1100-1459	12 Hours	14 Hours
1500-1959	11 Hours	13 Hours
2000-0159	9 Hours	11 Hours

Note: Duty Period is report time until release time.

**Table B (Part 117)\*\*** 

Scheduled Time of Start (Acclimated Time)	Maximum Flight Duty Period (hours) for Line holders Based on Number of Flight Segments						
	1	2	3	4	5	6	7+
0000-0359	9.0	9.0	9.0	9.0	9.0	9.0	9.0
0400-0459	10.0	10.0	10.0	10.0	9.0	9.0	9.0
0500-0559	12.0	12.0	12.0	12.0	11.5	11.0	10.5
0600-0659	13.0	13.0	12.0	12.0	11.5	11.0	10.5
0700-1159	14.0	14.0	13.0	13.0	12.5	12.0	11.5
1200-1259	13.0	13.0	13.0	13.0	12.5	12.0	11.5
1300-1659	12.0	12.0	12.0	12.0	11.5	11.0	10.5
1700-2159	12.0	12.0	11.0	11.0	10.0	9.0	9.0
2200-2259	11.0	11.0	10.0	10.0	9.0	9.0	9.0
2300-2359	10.0	10.0	10.0	9.0	9.0	9.0	9.0

Note: FDP starts at report time and ends when the aircraft is parked after the last flight and there is no intention for further aircraft movement by the same flight crew member.

\*\*Table B of FAR Part 117 is included here for reference only and is not part of the CBA. If the FAA modifies the interpretation of FAR 117, the above reference will be accordingly modified to reflect FAA changes. Per FAR 117, debrief time and deadheads at the end of a duty period are not part of the Table B FDP calculation.\*\*

In accordance with FAR 117.19, should unforeseen operational circumstances arise prior to takeoff, the pilot in command and the certificate holder may extend the maximum FDP permitted in Table B up to two (2) hours. The pilot's duty may not exceed the Maximum Duty Period Actual in the Contractual Duty Period Chart. An FDP extension of more than thirty (30) minutes may only occur once between intervening thirty (30) hour rest periods. The limits in Section 5.D.2.1. below do not apply to reassignments and/or add-ons as defined in this Agreement.

- g. A pilot will report, in a timely manner, any crew rest issue to the Company, including delay with ground transportation or hotel room availability that results in less than eight (8) hours of sleep opportunity. If an issue is reported, the Company will reschedule the report time in order to provide an adequate rest opportunity for the pilot to be fit for duty as determined by the pilot.
- h. A reassignment will not be scheduled to exceed the more restrictive of the Maximum Duty Period Scheduled as set forth in the Contractual Duty Period Chart or Table B (including any PIC and certificate holder mutually agreed FAR 117 extensions). The limits in Section 5.D.2.l. do not apply to reassignments. Except as provided in Section 5.D.2.i., when the Maximum Duty Period Actual from the Contractual Duty Period Chart or the Table B limits (including any PIC and certificate holder mutually agreed FAR 117 extensions) are reached, the pilot will be put into crew rest.

## i. Deadheading

- Deadhead time will be included in contractual duty time calculations listed in the Contractual Duty Period Chart above. Deadheads at the end of a duty period are not included in FDP calculations in Table B.
- ii. A deadhead may not be performed during any rest period required by these contractual rules, except in the case of a station closure or evacuation. Rest periods less than nine (9) hours will be considered continuous duty and DHR will apply.
- iii. Deadheads at the end of a duty period (other than at the end of a pairing) may be scheduled to exceed the Maximum Duty Period Actual limit from the Contractual Duty Period Chart during irregular operations, not to exceed one (1) hour.

- iv. Deadheads at the end of a pairing may be scheduled to exceed duty period maximums during irregular operations to return a crew to the domicile. If the deadhead(s), at the end of a pairing terminates later than one (1) hour past the duty period maximum to return the pilot to the domicile, the pilot may elect to overnight at the outstation. Crew Scheduling will normally schedule the pilot to deadhead back to domicile to avoid the unscheduled overnight. If the pilot does not desire to deadhead back to domicile, it is the responsibility of the pilot to notify Crew Scheduling that he will overnight at the outstation instead of deadheading back to domicile. The pilot is then required to overnight at the outstation and may call Scheduling the following day and request release from the deadhead(s) back to domicile.
- v. Deadheads performed at the end of a pairing for the purpose of returning a pilot to the domicile will be scheduled on the flight with the earliest scheduled arrival. Pilots on overnights will be scheduled to deadhead on the flight with the earliest scheduled arrival after contractual or FAR crew rest, whichever is greater.
- vi. For an unscheduled overnight, the Rest Period may be reduced to nine (9) hours prior to a deadhead only duty period with the concurrence of the pilot. In such cases, DHR will not run continuously because of a reduction in crew rest below ten (10) hours.

# j. Fatigue

- i. Notwithstanding the chart in 5.D.2.f., a pilot on-line may declare himself fatigued for a flight duty period at any time during a pairing in the interest of safety. If the FDP has not yet begun, the Pilot must attempt to get legal rest prior to declaring himself fatigued. Should a pilot on-line declare that he cannot affirmatively state he is fit for duty in accordance with FAR 117.5.d. due to fatigue, the pilot will be treated as fatigued and removed from flying., In cases of fatigue described above, the Company will work with the pilot to get him back on his pairing as quickly and efficiently as possible after the pilot is sufficiently rested.
- ii. The pilot will be left in a paid status at the time he is pulled fatigued in accordance with Section 4.GG. The pilot is encouraged to submit a Fatigue Worksheet within one (1) week of the fatigue incident. The pilot will not be required to contact his Chief Pilot, nor questioned by the Company at the time of the fatigue call. Declaring fatigue will not result in any disciplinary action.

iii. Should instances arise where fatigue is reported prior to the start of the pairing due to an operational event the day prior (e.g. the last duty period of the pairing the day prior ran late) the facts related to the fatigue call will be evaluated by the individual's Chief Pilot and a final determination will be made regarding the manner in which the pilot will be compensated.

#### k. Ground Duties

When a pilot is requested to perform ground duties, the pilot will verify with Scheduling that the extension of duty will not result in an illegality. The pilot should notify Scheduling at the completion of the ground duties. The release time will be adjusted to end thirty (30) minutes after the completion of the ground duties.

# 1. Contractual Scheduling Limits:

The following contractual limits are used to determine the scheduling legality, excluding reassignments, add-ons, Jetway Trades, Last Resort Flying (Section 5.P.3) and Reserve assignments. Original pairings may exceed the Maximum Scheduled Daily Block time Limits in 5.D.2.l.ii. below and one and one half (1.5) hours less than the max FDP in Table B in 5.D.2.f. After award, these contractual Scheduling Limits may be exceeded due to operational reasons up to the FAR limits. Modified pairings may be built or include projected times that may cause the pairing not to comply with the Contractual Scheduling Limits. When this occurs, the pairing will be awarded without regard to the 5.D.2.l. Contractual Schedule Limits contained in the pairing.

### i. Flight Duty Period Cumulative Limits

Days from Day of Operation (Includes current day)	Flight Duty Period Limit in 168 hours	
1-2	58	
3-4	57	
5-6	56	
7 or more	55	

Days from Day of Operation (Includes current day)	Flight Duty Period Limit in 672 hours	
1-2	188	
3-4	187	
5-6	186	
7-9	185	
10-12	184	
13-15	183	
16 or more	182	

The Days from Operation in the cumulative FDP Limits tables start counting from the current Domicile Day of the transaction. (e.g., at 2300 Monday a pilot bids for a pairing on Wednesday at 0700; the pilot would enter the above charts at day three (3).)

### ii. Maximum Scheduled Block Time Limits

Maximum Scheduled Block Time Limits					
Time of Report (Acclimated)	Maximum Scheduled Daily Block Time	Maximum Scheduled Block Time in 672 hours	Maximum Scheduled Block Time in 365 Days		
0000-0459	7:30		998		
0500-1959	8:30	98:30			
2000-2359	7:30		2007		

iii. Contractual Duty Periods and FDPs are limited to the more restrictive of:

Maximum Duty Period Scheduled in Contractual Duty Period Chart;

or

One and one half (1.5) hours less than the maximum FDP in Table B in 5.D.2.f.

iv. A pilot is required to receive eleven (11) hours of rest anytime the pilot has not yet completed the duty period immediately prior to a required eleven (11) hour rest period. Once the rest period has begun, the eleven (11) hour rest period may be reduced to ten (10) hours. Rest periods prior to Reserve blocks will be scheduled in accordance with Section 8.E.

blocks will be scheduled in accordance with Section 8.E.

v. A pilot is required to receive thirty-one (31) hours of continuous rest in a one hundred sixty-eight (168) hour period (as required) anytime the pilot has not yet completed the duty period immediately prior to a required thirty-one (31) hour rest period. Once the rest period has begun, the thirty-one (31) hour rest

period may be reduced to thirty (30) hours. Rest periods prior to Reserve

# m. FAR 117 Legalities

	FAR Legalities Table A	
DAILY BLOCK:	TIME OF REPORT	MAXIMUM
	(Acclimated)	BLOCK
	0000-0459	8:00
	0500-1959	9:00
	2000-2359	8:00
CUMULATIVE BLOCK:	ROLLING 672 HOURS	ROLLING 365 DAYS
	100 hours	1000 hours
DAILY FDP:	FAR 117 TABLE B	
CUMULATIVE FDP:	ROLLING 168 HOURS 60 hours	ROLLING 672 HOURS 190 hours
DAILY REST:	10 Hours (release to report)	
CUMULATIVE REST:	30 Hours continuous in rolling 168 hours (release to report)	

Table A of FAR Part 117 is included here for reference only and is not part of the CBA. If the FAA modifies the interpretation of FAR 117, the above reference will be accordingly modified to reflect FAA changes.

## E. BID LINE PARAMETERS

1. The bid totals will only include trips scheduled during that bid period. The scheduled TFP of any bid line will not exceed fifteen (15) times the domicile average duty period density (including vacation relief lines). The provisions of this paragraph will apply individually to the schedule written for each aircraft type within each domicile within the system. For the purposes of Section 5.E., Holiday Pay, Scheduled Sub Service premium, and overrides will not be applied.

2. A maximum of fifteen (15) Domicile days of duty will be scheduled in every line of time except Reserve lines. The following average workday limits will apply system wide to all first round hard lines:

Domicile Days in the Month	Workday Limit
31	13.45
30	13.00
29	12.55
28	12.10

For any pairing that contains one (1) or more Red Eye duty periods and spans a number of Domicile days in excess of the number of duty periods, only the number of actual duty periods will be included in the calculation of the workday limit.

- 3. Domicile average bid line block hours will not exceed seventy-seven (77) hours in a twenty-eight (28) day bid period, seventy-nine (79) hours in a twenty-nine (29) day bid period, eighty-one (81) hours in a thirty (30) day bid period, and eighty-three (83) hours in a thirty-one (31) day bid period.
- 4. During four (4) bid periods per year, the Company may exceed the workday limits and/or block hour averages with the following restrictions:
  - a. Workday limits: During two (2) of the four (4) bid periods, the workday limit may be exceeded by up to one hundred seventy-five one-thousandths (.175) of a workday. During the other two (2) bid periods, the workday limit may be exceeded by up to seventy-five thousands (0.075) of a workday.
  - b. Block Hour Average limits: During two (2) of the four (4) bid periods, the block hour average limit may be exceeded by up to one (1) hour. During the other two (2) bid periods, the block hour average limit may be exceeded by up to one-half (.5) hour.
- 5. No individual bid line will exceed ninety-five (95) hours of block time per month.
- 6. The Company will build lines with no less than eleven (11) hours crew rest between duty periods in domicile and construct pairings with no less than eleven (11) hours crew rest between duty periods.
- 7. Blocks of working days are to be scheduled together so as to avoid having single days off interspersed with working days and vice versa. A minimum of three (3) days off between three (3) or more day blocks of flying is required. Blocks or successive days of flying will not exceed four (4) days. The Company will build pure AM/PM first round lines.

8. The monthly schedule of flying will consist of all scheduled on-line pairings planned at the time the schedule is submitted for bid except to provide a pool of pairings placed in Open Time.

The Company may withhold pairings from Open Time for the following reasons:

- a. In order to provide pairings for new hire First Officers who are not projected to complete initial training prior to the beginning of a bid period. Only a sufficient number of pairings to cover the projected partial bid periods of new hire flying may be withheld. (Every effort will be made by the Company to withhold three (3) or four (4) day weekend pairings to the extent that withholding such pairings does not prevent writing efficient temporary lines). These pairings will not be placed in open time for bid unless changes in scheduled training completion leave them uncovered by a new hire pilot.
- b. To provide pairings for full-time Chief/Assistant Chief or members of the Association on full time trip pull status. These pairings will be assigned unless available in MOT or DOT. Flying will be limited to two (2) Chief/Assistant Chief Pilots per domicile per month.
- c. From one (1) year from implementation of service, flying requiring ETOPS, each new station requiring Supervised Airport Qualification or other flying requiring specific training may be withheld from bid lines and Open Time to facilitate such training.
- 9. Charters will not be placed in the monthly bid lines without the agreement of the Association.
- 10. The line total average between domiciles shall be maintained within three (3.0) TFP. Additionally, average duty period pay density will be maintained within five percent (5%) between all domiciles.
- 11. The Company will provide the appropriate information including number of days off, time away from base, block time, number of days worked for pay, number of TFP and carry out pay associated with each bid line. In addition, the bid lines will show calendar day/dates, trip pairing numbers, trip pairing pay, scheduled layover cities, first scheduled departure time and final scheduled arrival time, stations requiring Special Airport Qualifications and any other agreed upon information. ETOPS pairings and lines will be identified in the bid packet. This data will be incorporated into the Crew Web Access based bid sort program referred to in Section 5.A.4. of this Agreement.
- 12. Reserve Lines: The number of Reserve lines in each bid category will be equal to a minimum of eight percent (8%) of the first round hard lines of time and will be posted for bid in the first round. One hundred percent (100%) of the required Reserve lines will be posted for bid in the first round. Embedded Reserve RAPs do not count

toward the eight percent (8%) minimum. Reserve lines will be built with no more than sixteen (16) Reserve days per line in a thirty-one (31) day bid period, no more than fifteen (15) Reserve days in a twenty-nine (29) or thirty (30) day bid period and no more than fourteen (14) reserve days in a twenty-eight (28) day bid period. Blocks of Reserve will not exceed four (4) days. A minimum of three (3) days off between three (3) or more day blocks of Reserve is required. Reserve lines may be built with a carryout block just as a regular line.

- 13. The Company will write ETOPS hard lines to target a fifty percent (50%) pairing mix of ETOPS/Non-ETOPS flying in the first round bidding process.
  - a. Each ETOPS hard line will contain at least one ETOPS pairing.
  - b. A pilot within an EBG may be awarded a line with no ETOPS flying.
  - c. ETOPS pairings and lines will be identified in the bid packet.

#### F. BLANK LINES

In the first round the number of blank lines in each bid category will be equal to a minimum of one hundred percent (100%) of the vacation man months plus any Reserve lines over the eight percent (8%) minimum. The number of ETOPS blank lines will be equal to a minimum of one hundred percent (100%) of the vacation man months in the EBG plus any reserves over the eight percent (8%) minimum in the domicile. In the second round the blank lines will be separated into vacation relief, Reserve and mixed lines. Mixed lines will contain Reserve blocks and pairings. Based on the pairing inventory, the Company will make every effort to build pure AM/PM blank lines. ETOPS vacation relief lines may consist of an ETOPS pairing mix from zero percent (0%) to one hundred percent (100%).

# G. SCHEDULE QUALITY

- 1. Pairings built during the pairing construction process will not exceed a System wide average pairing length of three (3.0) duty periods.
- 2. The System-wide Pairing Mix will consist of:
  - a. Minimum one (1) day pairings equal to or greater than five percent (5%) of pairings;
  - b. Minimum two (2) day pairings equal to or greater than five percent (5%) of pairings;
  - c. Minimum three (3) day pairings equal to or greater than fifty-five percent (55%) of pairings; and

d. Maximum four (4) day pairings equal to or less than twenty percent (20%) of pairings.

#### H. SCHEDULING COMMITTEE AND DATA ACCESS

- 1. Upon written request from the Association, the Company will make available on a monthly basis reasonable compensation and crew scheduling data/statistics including those in the data warehouse, provided that such data/statistics exist.
- 2. The Company will accept written suggestions from the Association as to the priority to be placed on controllable variables used in the generation of lines of time (trip type mix, am/pm mix, equality of days off, etc.). The Company will follow these priorities and allow the Association's Scheduling Committee to participate in the generation of lines of time, to the extent that following the priorities and allowing such participation does not generate additional credit pay costs or require additional staffing.
- 3. Upon request from the Association, Crew Planning and members of the Association will partner to produce DPOS solutions based on previous schedules using parameters defined by the Association for evaluation purposes. Crew Planning resources will be assigned to run the DPOS solutions. Results of these runs will be independent. Members of Crew Planning and the Scheduling Committee will meet to evaluate the results. On an annual basis, the Association may request a DPOS review session, intended to cover basic functionality and system parameters, at no cost to the Association.

### I. MONTHLY OVERLAP CORRECTION

A Month to Month Overlap occurs when 5.D.2.1. limits are exceeded at the time line awards are loaded in the Crew Management System. In the event that a pilot is illegal due to overlap from one bid period to the next, the resultant pairings pulled to resolve the overlap are not required to remain in the original domicile. The following rules will apply with the Company and the pilot's correction time frame beginning simultaneously.

## Scheduling Correction

The Company will have forty-eight (48) hours from the end of the protest period to electronically post the overlap correction to each pilot's illegality.

The "Lead Out" Pairing is the pairing that begins in the current bid period and extends into the next bid period.

The "Lead In" Pairing is the pairing that begins in the new bid period.

# Overlap Adjustments

a. All Month to Month Overlap adjustments must comply with Section 5.D.2.l. If the Company makes an adjustment to the lead-out pairing within the current bid

- period, Daily Reassignment Pay rules apply. If the value of the flying plus the deadhead(s) exceeds the original value, the deadhead(s) will be paid.
- b. Pairings modified by the Company in the new month and returned to the pilot to resolve an overlap illegality will be subject to Duty Hour Ratio (DHR).
- c. If the cumulative value of all deadhead(s) in the overlap solution to rejoin the pairing(s) and/or return to domicile exceed two (2.0) TFP, the TFP value of all deadhead(s) will be paid.
- d. Unpaid deadhead(s) included in any duty period will be paid up to the point that the duty period receives a value of five (5.0) TFP.
- e. If the value of the DHR calculation exceeds the value of the flying and deadhead value on the day, the deadhead(s) will be paid.
- f. A pairing that contains scheduled ground time in excess of twenty-four (24) hours that was not in the original pairing will be credited five (5.0) TFP for such ground time.
- g. A corrected overlap pairing that contains four (4) or more consecutive overnights will be considered a new/original pairing and Minimum Pay Rules will apply. The pilot may elect to drop the entire pairing originating in the current month (lead out pairing) without pay. The pilot will then fly the entire pairing in the new month (lead in pairing) as originally awarded.
- h. For Month to Month Overlap correction involving a pairing and a Reserve block, the only Reserve day(s) that will be removed and/or modified from a pilot's line are those day(s) that actually conflict or day(s) sufficient to provide minimum required rest in accordance with Section 8.E.8.
- i. In the event that a pairing overlaps in or out of a Reserve block, the pilot will complete the pairing as scheduled.
- j. If a lead in pairing is completely contained within the lead out Reserve block and the number of Reserve days in the new month exceeds the number of days in the pairing, the pairing will be removed to resolve the conflict.
- k. If a pilot has lead out and lead in blocks of Reserve that do not provide thirty (30) consecutive hours of rest in a one hundred sixty-eight (168) hour period, Scheduling will remove and/or modify a day or days, as necessary, in the new month from either block. The pilot may choose to override Scheduling's correction and drop the first or last day of either Reserve block,but may not exceed the number of days dropped by Scheduling. Scheduling may change a RAP to accommodate the required rest between Reserve blocks. If a pilot is awarded an AM or PM Reserve block in the monthly bid process that creates an overlap/rest illegality with a previously assigned AM or PM Reserve block, the

Updated July 9, 2019

Company may adjust the RAPs to ensure Contractual/FAR compliance. When this occurs, the pilot will have the option during the pilot overlap correction period to contact Scheduling and have both blocks changed to either AM or PM as long as the correction does not require additional Reserve days to be dropped.

- 1. A pilot with a six (6) day block of Reserve may elect to designate one (1) night as non-RON. The night designated must be taken within the current bid period; or, the pilot may elect to move the third day to the end of the block providing a day off and creating a two (2)-day and a four (4)-day Reserve block, provided the change does not create an FAR or Contractual violation. Elections must be requested by the Reserve no later than 0900 CT on the 24th of the month.
- m. If a month to month overlap results in seven (7) consecutive days of any combination of flying, training, or Reserve block where the required thirty (30) hour rest occurs at the beginning of the seven (7) consecutive day work block, Crew Scheduling will correct the pilot's seven (7) days of flying, training, and/or Reserve block to six (6) consecutive duty periods maximum. The pilot will then have the option to contact Crew Scheduling during the overlap resolution period to request an alternative overlap adjustment or regain the original flying day(s) or Reserve block so long as the pilot is FAR Part 117 legal.

## 3. Pilot Correction

This correction may be made either in the current bid period or the new bid period, and must comply with Section 5.D.2.1. A pilot will have up to ninety-six (96) hours from the end of the protest period to correct his illegality. A pilot should not normally contact the Company with an alternative solution until the Company has completed its correction and posted it electronically. However, under special circumstances, (e.g. pilot is out of the country, on vacation, on leave of absence, etc.) a pilot may contact the Company at any time to correct his illegality.

- a. A pilot may utilize the ELITT, Trip Trade or Giveaway processes in the current bid period and/or the Trip Trade or Giveaway processes in the new bid period to resolve his illegality. A pilot should contact the Company (via phone) as soon as possible to advise of his overlap intentions so that the Company will not correct the illegality until the end of the overlap resolution period.
- b. A pilot may override the Company's correction by introducing his own correction provided he does not create any of the following:
  - Scheduled deadhead cost beyond the Company's correction.
  - ii. Additional duty periods in open time. However, if scheduling has pulled a portion of a pilot's pairing which results in a single duty period remaining on a pilot's line, the pilot may give back the single duty period.

Updated July 9, 2019

- iii. An increase in the number of overnights in open time pulled by the Company.
- c. If a pilot is awarded a blank line, the overlap will be corrected using the above criteria. Such corrections will be accomplished within twenty-four (24) hours from the end of the blank line protest period. The pilot may contact the Company within the twenty-four (24) hour period to resolve the overlap.
- d. By mutual consent the pilot and Scheduling may agree to modify the above criteria. If the pilot fails to offer a correction or fails to meet the criteria of 3.b. above, Scheduling's correction stands.

# J. OPEN TIME PRIORITY (OTP)

A pilot who loses trips due to bid month overlap, which reduces his line totals below the applicable Schedule Line Guarantee, per Section 4.H. will be eligible for OTP. Trips dropped by the pilot in overriding Scheduling's correction will not change the pilot's OTP status. OTP will be calculated based on Scheduling's overlap pull. TFP from all sources, excluding training TFP gained, are calculated into the bid line total. Trip Trades or Giveaways which reduce a pilot's line total will not create eligibility for OTP unless this reduction was in conjunction with overlap correction procedures.

- A pilot may exercise OTP to increase his bid line total if overlap correction drops him below monthly guarantee. The pilot's priority range is between the Schedule Line Guarantee, and the greater of the applicable Schedule Line Guarantee plus six (6.0) TFP or the pilots bid line total. Once a pilot is in his priority range, he may no longer use OTP.
- 2. A pilot will have until MOT closes to check with the Company for an award. Only one (1) call is required. Pilots' requests will be handled on a first-come, first-serve basis. The pairing offered must fall within the pilot's priority range. The Company must offer one (1) pairing but the pilot may choose two (2) pairings to recover within the pilot's open time priority range. In-domicile awards that do not violate the limits in Section 5.D.2.l. will be assigned first. If no such pairing(s) exists, an in-domicile pairing that violates the limits in Section 5.D.2.l., up to the FAR Part 117 legalities, may be assigned. A pilot holding an ETOPS line may pick up non-ETOPS flying to resolve an OTP.
- 3. A pairing will be offered from other domiciles only after pairings within the pilot's bid domicile that fall within the pilot's priority range are exhausted. Deadheads to originate and terminate a pairing in other domiciles will be paid. With the exception of adding deadheads to the importing domicile, the pairing will not be modified. Out-of-domicile awards that do not violate the limits in Section 5.D.2.1. will be assigned first. If no such pairings exist, a pairing that violates the limits in Section 5.D.2.1., up to the FAR Part 117 legalities, may be assigned.

4. In the event that a pilot complies with the provisions of OTP and has not recovered to the Schedule Line Guarantee, the difference will be paid. If there are no pairings the pilot is legal to fly which would project the pilot above the minimum guarantee for the bid period, the Company may award the pilot the pairing with the greatest pay value. The pilot will then be credited with the difference up to the monthly line guarantee. This OTP credit will be added on the pilot's line with a paid non-fly event. It must be added at the time the OTP assignment is made to ensure projected pay is correct for CAP purposes.

The pilot may choose not to contact the Company to utilize the OTP protection or may choose to decline the pairing offered by the Company. By so doing, he forfeits the right to pay protection under the OTP section. It is then the pilot's option to acquire additional flying through the Open Time and/or Trip Trade or Giveaway systems.

5. Reserve pilots who are assigned pairings during lead out Reserve blocks that result in an overlap conflict and a TFP loss below the schedule line guarantee will be notified via telephone by the Company at the time of the assignment of their OTP eligibility. At that time, the Company will notify the pilot that they have forty-eight (48) hours from the end of his Reserve assignment to check with the Company for an assignment within his priority range.

#### K. MONTHLY OVERLAP RE-AWARDS

Trips which are pulled to resolve monthly overlap that violate Section 5.D.2.l. can be reawarded in their entirety to the original pilot if available at the time of the pilot's request. The following procedures apply:

- 1. The pilot may notify the Company that he is not in violation of Section 5.D.2.l., and can therefore fly all the trips as pulled for overlap in their entirety.
- 2. The Company will verify all legalities and, if the pilot is not in violation of Section 5.D.2.1., the Company will re-award all trips in their entirety.
- If, subsequent to the re-award, the pilot becomes FAR illegal, the re-awarded trips will be pulled with compensation to the pilot. The Company will notify the pilot when the trips are pulled.

### L. DOUBLE COVERED PAIRINGS

Refer to Section 4.S. - Scheduling Errors

### M. LIMITATIONS

- 1. The FAR limitations are stated in FAR 117. If Scheduling policies, practices or procedures change due to changes to, or the interpretation of, FAR 117 in such a manner as to impact this Agreement, then the Company and the Association will meet to negotiate their implementation. Should the Company seek modifications to FAR 117 through the FRMS process, the Company and SWAPA will mutually agree on the approach and contractual implementation if the modifications are approved prior to application to the FAA.
- 2. The Company and Association will appoint two (2) members each to the FAR 117 Oversight Committee to review the Scheduling Limitations defined in 5.D.2.l., 6.B.2.g., 6.B.10., 7.A.2.d., 7.B.7., 8.B.5. The Association members will be selected from the Negotiating Committee and/or the Scheduling Committee. The Oversight Committee will have the ability to make necessary modifications to the sections defined above through mutual agreement. Should the Company or Association wish to make changes that cannot be mutually agreed to by the Oversight Committee, the issue will be addressed by a Company appointed representative and the Chairman of the SWAPA Negotiating Committee or his designee. All changes are subject to approval by the SWAPA Board of Directors.

#### N. CREW LEGALITY

A pilot's legality is a shared responsibility between the pilot and the Company, as defined by CFR Part 117 and the applicable portions of CFR Part 121. It is the responsibility of any pilot who thinks he has a potential or actual legality problem to bring it to the Company's attention. Likewise, if the Company becomes aware of a potential or actual legality problem they will notify the pilot and take corrective action.

# O. REPORTING TIME

- 1. A pilot whose pairing originates at a domicile will report/check in:
  - a. At least one (1) hour prior to departure; or
  - b. At least seventy-five (75) minutes prior to departure for a near international flight; or
  - c. At least ninety (90) minutes prior to the departure of an ETOPS flight; or
  - d. At least sixty (60) minutes before the scheduled departure when pilots are scheduled to deadhead.
- 2. A pilot on an overnight will report to the aircraft at least:
  - a. Thirty (30) minutes before scheduled departure; or

In the event the Southwest Airlines Flight Attendants agree to increase their report time to forty-five (45) minutes on the B737-800 and/or B737 MAX-8, with sixty (60) days' notice to the Association, the Company may increase the report time up to a maximum of forty-five (45) minutes on the B737-800 and/or B737 MAX-8 aircraft.

- b. Forty-five (45) minutes before the scheduled departure of a near international flight; or
- c. Sixty (60) minutes before the scheduled departure of an ETOPS flight; or
- d. Thirty (30) minutes before the scheduled departure for a deadhead.
- 3. A pilot will be allowed to check in with Scheduling from the airport. For the purpose of Open Time and Trip Trades, a pilot assumes the responsibility and report time obligation of a pilot based in the domicile where the pairing originates.

## P. COMMUTER RULES

The following sets forth the rules concerning a pilot who lives in a city other than his domicile:

- 1. A pilot who chooses to designate himself as a "commuter" must designate a city as a point of commuter origination.
- 2. A pilot must attempt to commute on a minimum of two (2) consecutive scheduled flights on Southwest or off-line from the designated city. If, because of flight cancellations, delays, lack of available seating (cabin or jumpseat), or delays beyond the commuter's control (diversion, etc.), the pilot will be unable to arrive prior to the scheduled report time, the Company will be notified immediately. Alternatively, the second scheduled flight is not required if the primary flight on Southwest is scheduled to arrive in domicile at least one (1) hour prior to check-in.
  - a. The Company will work with the pilot to get him back on his trip as quickly and efficiently as possible, or the pilot may be offered another assignment. If the pilot accepts another assignment, the pay for the newly assigned pairing will serve as the original pay calculation for any subsequent reassignment.
  - b. The pilot will not be paid for the scheduled TFP lost or deadhead to rejoin the original (not newly assigned) pairing.
  - c. The pilot should be prepared to verify that he was present for the two (2) consecutive flights.

- d. The pilot will not be charged with a no-show, as long as he is in compliance with this Section.
- e. The pilot's domicile Chief Pilot may be notified.
- 3. Last Resort Flying: A pilot who can report to a Southwest city within a reasonable time may list that city (other than domiciles) from which he is willing to fly. As a last resort (i.e. cancellation of a scheduled flight because insufficient time will not allow the DOT, Reserve/POT/JA system to cover the pairing from a domicile), a pilot will be called from the designated list and offered a pairing in seniority order. If the pairing is still uncovered, Scheduling may call a pilot in the geographical region without regards to seniority. If the pairing is accepted, the pilot will be compensated for duty actually performed, including all rigs. For example, a pilot who accepts a pairing from his designated city will be paid from that city and back to that city.
- 4. A pilot scheduled to fly a pairing that begins with a deadhead will be allowed to commence his duty from the airport that starts the flying portion.
  - a. If the actual flying portion of the pairing begins in the pilot's designated commuter city, the pilot must contact the Company prior to the scheduled report time. However, the call must be made no more than twelve (12) hours prior to check-in.
  - b. If the actual flying portion of the pairing begins at a station other than the pilot's designated commuter city, the pilot must comply with Paragraph 2 of this Sub-Section. The pilot must check in with the Company not later than the originally scheduled report time. However, the call must be made no more than twelve (12) hours prior to check-in.
  - c. Non-commuters are normally required to check-in at the domicile by the scheduled report time and take the scheduled deadhead(s). If a situation arises where a non-commuter is not in the domicile and chooses to join the pairing at an outstation, the pilot will be allowed to check-in with the Company not later than the originally scheduled report time. However, the call must be made no more than twelve (12) hours prior to check-in.

# Q. SCHEDULING RECORDS

All phone conversations between pilots and crew schedulers on published Scheduling Company telephone lines will be recorded. These recordings will be retained for one hundred and twenty (120) days.

Phone conversations will be provided to the Association within five (5) days of the request.

#### R. CREW ACCOMMODATIONS BOARD

- 1. A current list of alternate hotels for unscheduled overnights will be maintained by the Company and provided to the Association.
- 2. Single rooms for all pilot accommodations, including new hire training, will be provided by the Company.
- 3. A hotel room for unscheduled overnights in domicile that occur prior to termination of a scheduled pairing will be provided by the Company.
- 4. When a pilot, including a Reserve pilot, is scheduled for ground time which exceeds four (4) hours (including ground time caused by cancellations and reassignments), the Company will provide the pilot a hotel room close to the airport upon request. The room will be provided in domicile or out of domicile.

### S. DEADHEADING

- 1. A pilot deadheading during any portion of a pairing or to/from Training will be given "must ride" transportation which will allow that pilot on the flight regardless of passenger load. A pilot will be guaranteed a seat in the cabin but may at his discretion ride on the cockpit jump seat to prevent the removal of a customer from the flight if an over-sell occurs. Must-ride deadheads to and from Training will be administered in accordance with Section 23.I.1.
- 2. Pilots on scheduled deadheads will be allowed to pre-board.
- 3. Non-commuters are normally required to check-in at the domicile by the scheduled report time and take the scheduled deadhead(s). If a situation arises where a non-commuter is not in the domicile and chooses to join the pairing at an outstation, the pilot will be allowed to check-in with the Company not later than the originally scheduled report time. However, the call must be made no more than twelve (12) hours prior to check-in.
- 4. A pilot may request to waive deadhead obligations at the end of a pairing by contacting Scheduling at the completion of actual flying. The pilot will be released from the deadhead(s) at the end of a pairing if Scheduling concurs with the pilot's request. Scheduling will agree to the request if either:
  - a. The pilot is not legal for additional flying based on his daily or cumulative FDP limitations, duty period limitations, block time projections, rest requirements; or
  - b. There are no operational problems in the city where the pilot is currently, in the city where the deadhead transitions through, or in the domicile where the pairing terminates.

5. The Company may schedule or reschedule a pilot on another air carrier (off line) to deadhead The Company and SWAPA will establish and the Company will publish a list of air carriers that may be used for off-line transportation to cover ETOPS and Near International flying. For off line deadheading, first class seating will be provided, if available, when a deadhead(s) flight segment is scheduled to exceed five hours (5:00) block-to-block and a flying segment follows within the same duty period. Air Carriers may be added or deleted from the list with mutual consent of both parties.

## T. ASSOCIATION PAIRING PULL/DROP

Pilots on Association business will be allowed to drop pairings. These pairings will be posted by Scheduling as soon as they become available. The Association will notify the Scheduling Supervisor in writing of the pairings to be dropped. Pairings removed for Association business will be broken at the Association's discretion. When pairings are split and dropped for the Association, the Association will pay for any added deadhead cost beyond 1.6 TFP or hotel costs associated with the pull.

### U. TELEPHONE ACCESS

The Company will provide a local toll free number for pilots to use to contact Crew Scheduling. If a toll free number cannot be provided, calls made to Crew Scheduling will be reimbursed.

### V. RED EYE FLYING

- 1. A pilot will not be eligible for a JA assignment following any scheduled duty period that crosses 0200 domicile time.
- No pilot will be reassigned to additional flying upon completion of a duty period that
  contains scheduled flights (including deadheads) across or on both sides of 0200
  domicile time.
- 3. Any duty period that contains scheduled flights (including deadheads) across or on both sides of 0200 domicile time may consist of no more than one scheduled flight which blocks in after 0200 pairing domicile time. Only one deadhead may follow a flight (or deadhead) operated across 0200 domicile time.

Examples: An operating flight or deadhead that is scheduled between 0145 and 0255 domicile time may be followed by one single deadhead flight. An operating flight that is scheduled between 0030-0145 domicile time may be followed by a flight scheduled to operate from 0220 to 0330 Domicile time. A single deadhead flight to return to domicile at the end of a pairing may follow these.

Updated July 9, 2019

- 4. Multi-leg Red Eye duty periods constructed in the Planning process will not normally have ground time between flight segments that exceed two (2) hours, and in no case will ground time be scheduled for more than two hours and thirty minutes (2:30). (This provision satisfies the restriction on Continuous Duty Overnights.)
- 5. For pairings constructed in the Planning process, a pilot may be scheduled no more than one (1) hour past the Maximum Duty Period Scheduled, as defined in Section 5.D.2.f., for purposes of deadheading to domicile after a Red Eye flight.
- 6. Upon request, a pilot will automatically be released from any flight deadheading back to a base on pairings ending with a Red Eye duty period. The only exception will be a Reserve with additional day(s) of Reserve remaining in the Reserve block after the conclusion of the Red Eye duty period. The Reserve will be required to take the scheduled deadhead so the Company can accurately monitor his contractual and FAR legalities.